

ARTICLE 29

WORK-INCURRED INJURY OR ILLNESS

General Benefits

29.1 An eligible employee injured at work may elect to receive either Worker's Compensation Temporary Disability benefits or Industrial Disability Leave (IDL). The campus Human Resource Office shall provide information concerning an individual employee's rights under Non-Industrial Disability Leave, IDL, Temporary Disability, Sick Leave, Catastrophic Leave, Social Security, and/or CALPERS retirement options.

Industrial Disability Leave Benefits

29.2 The CSU shall make available to eligible employees Industrial Disability Leave (IDL) Benefits in lieu of Workers' Compensation Temporary Disability for a period not exceeding fifty-two (52) weeks within two (2) years from the first day of disability. The 52-week eligibility period is equivalent to 365 calendar days.

29.3 IDL benefits shall be administered in accordance with the CSU policy. This policy is currently codified in the CSU Industrial Disability Leave Administrative Guide that can be obtained through the campus Human Resource Office.

29.4 If an employee is unable to work as a result of a work-related injury or illness, he or she may elect to receive Industrial Disability (IDL) payments. IDL provides full pay for the first 22 days of disability. Thereafter, IDL benefits will be equivalent to two-thirds of the employees' salary, payable for the next eleven months of disability.

29.5 Upon written notification to CSU by an eligible employee, he/she may elect to supplement IDL payments his/her accrued sick leave. Such an election shall be made no later than fifteen (15) days after the report of the injury for which the IDL is being paid.

29.6 Sick leave supplements shall continue until the employee has exhausted his/her accrued sick leave or until the employee provides to the CSU written notification he/she wishes to

discontinue the supplement. Such a notice shall be provided fifteen (15) days prior to the effective date of such a discontinuation.

- 29.7 Sick leave supplements to IDL payments shall not result in the employee receiving a payment in excess of his/her regular salary or wage.
- 29.8 All payments received by an employee while on IDL shall be subject to mandatory and authorized voluntary deductions.

Right of Representation

- 29.9 An employee is entitled to be represented during the IDL process outlined in this Article. This representative may be the Union if requested by the employee.
- 29.10 Each CSU campus will designate a claims coordinator to facilitate the administration of the IDL benefit program while the injured employee is obtaining medical treatment.

Employee Pre-designation of Physician

- 29.11 Unless the injured employee has filed a pre-designation form with the campus Human Resource Office naming the treatment facility or physician of their choice, the injured employee shall be directed to seek treatment for the first thirty (30) days from the date of the work-incurred injury at the campus designated medical facility. Pursuant to California Labor Code Section 4600, the employee designated physician must:
- a. be the employee's primary care physician,
 - b. have treated the employee in the past,
 - c. retain his or her medical records (including medical history) and
 - d. agree to be pre-designated.

Appeal Process

29.12 Alleged violations of this Article and of the CSU IDL policy shall not be subject to the grievance and arbitration procedures of Article 9. However, when an employee has complaints regarding the campus determinations regarding:

- a. the CSU's liability for provision of medical care;
- b. whether the disability was industrially caused; or
- c. regarding eligibility for Workers' Compensation Temporary Disability or IDL payments;

the employee must first seek administrative remedy through the campus Human Resource office in writing within thirty (30) days of the event giving rise to the complaint. If the matter is not resolved to the satisfaction of the employee, he or she may appeal the campus decision to the Workers' Compensation Appeals Board of the Division of Industrial Accidents.

Confidentiality of Medical Records

29.13 The CSU shall maintain the confidentiality of injured employees' medical records pursuant to state and federal laws.